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~~THIS AGREEMENT~~ made the ~~TENTH~~ day of February 1977, between
THE LITTLE FERRY BOARD OF EDUCATION, hereinafter referred to
as the Board, and

THE LITTLE FERRY EDUCATION ASSOCIATION, hereinafter referred
to as the Association.

W I T N E S S E T H :

WHEREAS, the Board is required by law to negotiate with the
Association on wages and the terms and conditions of employment,
and,

WHEREAS, the parties through good faith negotiations have
reached agreement in all matters and desire to execute this con-
tract covering such agreement,

NOW, THEREFORE, in consideration of the mutual covenants and
conditions hereinafter contained, the parties hereto agree as
follows:

1. RECOGNITION CLAUSE

The Board hereby recognizes the Little Ferry Education Assoc-
iation as the exclusive bargaining representative for all certi-
fied teaching personnel and all nurses under contract, but ex-
cluding supervisory and executive personnel, office, clerical
and maintenance and operating employees.

(a) The terms "teacher(s)" or "nurse(s)" when used
hereinafter in this agreement shall refer to all employees rep-
resented by the name of the employee organization in the bargain-
ing or negotiating unit as above defined.

(b) The term "Board" shall include its officers and
agents. The Board agrees not to negotiate with any organization
other than that designated as the representative, above mentioned,
for the duration of this agreement.

2. MANAGEMENT RIGHTS CLAUSE

The Board on its own behalf and on behalf of the electors

of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:

(a) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;

(b) To hire all employees subject to the provisions of law, determine their qualifications, the conditions for their continued employment, their dismissal or demotion; and promote, and transfer all such employees;

(c) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

(d) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

(e) To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey, and the Constitution and Laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under any national, state, county, district, or local laws or regulations as they pertain to education.

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

3. LUNCH HOUR DUTIES

Teachers will be assisted in lunchroom duties and lunch hour playground supervision by aides. These aides will be directly responsible to an assigned teacher who shall be stationed in the building to discharge her legal obligations.

4. ASSOCIATION RIGHTS AND PRIVILEGES

(a) Use of School Buildings - the Association through its duly appointed representative shall have the right to request use of school buildings at reasonable times for meetings. The Principal of the building shall receive requests at least 48 hours prior to the proposed meeting, if possible, and shall grant reasonable requests where possible, if there is no scheduling conflict.

(b) The Association shall have use of a bulletin board in each building which bulletin board shall be located in the faculty lounge.

(c) The Association shall have the right to use teachers' mailboxes to distribute material dealing with the proper and legitimate business of the Association.

5. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT COMMITTEE: INSTRUCTIONAL COUNCIL

The membership of the committee of the Professional

Development and Educational Improvement Committee and the Instructional Council shall consist of six (6) persons, who are: The Superintendent of Schools, the two (2) Principals and three (3) representatives of the Association, appointed by the Association.

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT
COMMITTEE

A. Organization

1. Purpose

In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction. The parties further agree that each teacher should fulfill the obligation for professional improvement in ways that best serve his own problems, functions, interests and needs.

If request to attend courses, workshops, seminars, conferences, in-service training sessions or other such sessions is denied, reasons for said action should be supplied by the Board.

All reimbursement for expenditures incurred and approved shall be processed through the School Business Administrator-Secretary.

B. Programs

The Board agrees to implement the following at the beginning of the 1974-75 school year.

1. Pay and expenses for required training

To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the administration to take.

2. Professional Development and Educational Committee

- a. To establish a Professional Development Committee to act upon requests from teachers for authorization to attend courses, workshops, seminars, conferences, in-service training sessions or other such sessions. Within thirty (30) days after signing this agreement the President of the Association shall appoint three (3) members of the Association to the committee. The committee shall select a chairman from among its members. The President of the Association may, from time to time, replace members appointed by such president.
- b. To pay the reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by teachers who attend such sessions with the approval of the Professional Development and Educational Committee.

3. In-service Workshops, Conferences, Programs

To cooperate with the Association in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction, such activities shall be coordinated through the Instructional Council as established in this agreement. In-service programs shall be conducted

attendance is required.

4. Professional Library

- a. To expend up to five hundred dollars (\$500.00) per school year the first year of contract and three hundred dollars (\$300.00) the second year of contract to purchase books, equipment, and/or other educational resource materials. The teachers shall also contribute books, equipment, and/or other educational resource material as may be recommended by the aforementioned Professional Development Committee for use by the professional staff for professional development and educational improvement. The Board shall provide adequate space for housing said books and materials in convenient and readily accessible locations.
- b. All hard copy books and materials shall be maintained in the Memorial School library. The Association, through the committee, shall appoint a building representative to be responsible for all materials and submit annual inventory to administration, with report on conditions and usage.
- c. Purchase for professional library shall be processed through the School Business Administrator-Secretary.

5. EXPERIMENTATION

- a. At the Board's discretion the Association may be called upon to aid the Board in providing better instruction. The Board welcomes Association participation in all aspects of strengthening the education program to meet the needs of the students, the schools, and the community.

- b. The Association may participate in any aspect of and experimental or other project or program. Such participation shall include, but not be limited to, all phases of proposals, inquiry, study, research, deliberations, recommendations, implementation, and adoption. Any aspect of an experimental program which would affect the terms and conditions of teacher employment shall be negotiated with the Association before implementation.

INSTRUCTIONAL COUNCIL

A. Organization

1. Purpose

An Instructional Council, hereafter referred to as the council, shall be established and shall meet no later than October 1, 1974. The purpose of

the Council shall be to strengthen the education program through recommendations, research, implementation, and evaluation by the Superintendent and the Association to best meet the needs of the students, the schools and the community. The Council may consider advising the Board and the Association on such matters as curriculum improvements, teaching techniques, instructional organizational patterns, experimentation, extra curricular programs, in-service training and staff development pupil testing and evaluation, philosophy and educational goals of the district, research, educational specifications for buildings, and other related matters regarding the effective operation of the Little Ferry School District.

2. Committees

The Council is authorized to establish sub-committees or ad hoc committees for specific projects to allow for those who would be affected by Council recommendations to have an opportunity to be involved.

3. Individual Initiative for Suggestions

The Council shall encourage the initiation of ideas and suggestions for projects by individual teachers, grade levels, Association committees, administrators, Board Members, or other interested parties.

4. Additional Members

Nothing in this Article shall be interpreted to prevent the Council from consulting or appointing to its committees such additional teachers, administrators, professional advisor, or other persons as the original members herein designated shall

determine are desirable and appropriate for said purposes.

5. Rules of Procedure

The Council shall establish its own rules of procedure and shall provide for a rotating Chairman who shall be responsible for the arrangement and conduct of meetings.

6. Meetings

The Council shall meet at least five (5) times during each school year.

B. Reports

1. The Board and Association Action

The Board and Association shall consider and study all written recommendations submitted by the Committee and Council for action. If the Board or the Association refuses to adopt any such recommendations, the board shall state the specific reasons for such refusal in writing.

2. Minority Reports

Reports of the Committee/Council or any sub-committee established by them may include minority as well as majority views.

All recommendations of this committee must be approved by the Board of Education.

6. PROFESSIONAL INCENTIVE PROGRAM

(a) The purpose of the Professional Incentive Program is to enable teachers and nurses to meet the requirements for advanced standing on the salary guide through activities that will best serve their needs as teachers.

(b) All equivalency credit activities shall be recommended by the Professional Development and Educational Improvement Committee and submitted to the Board of Education for approval. A written application must be completed on the

appropriate request form which may be obtained from the principal of each building.

(c) Equivalency credit may be granted for courses, workshops, and in-service programs sponsored or approved by the local school board, institutions of higher learning or other professional organizations.

(d) Equivalency credits shall be granted upon receipt of certified transcripts from institutions of higher learning or certificates of attendance from in-service courses.

(e) Credits

i. College graduate study undertaken at any accredited college or university shall have the credits determined by the specific institution of higher learning.

ii. The credits for Bergen County Educational Association sponsored or approved workshops shall be determined by the total number of hours, i.e.:

12 hours equals: 1 Credit

24 hours equals: 2 Credits, etc.

iii. The credits for any in-service programs sponsored or approved by the Board shall be determined by the total number of hours, i.e.:

12 hours equals: 1 Credit

24 hours equals: 2 Credits, etc.

iv. Any accumulation of fifteen (15) credits submitted by a teacher or nurse to meet requirements for advanced standing on the salary guide must consist of ten (10) credits earned in graduate study in an accredited college or university.

(f) The Board shall reimburse any teacher participating in the Professional Incentive Program for any tuition fees incurred by the teacher up to a maximum for any teacher of Four Hundred Twenty-five Dollars (\$425.00) for the 1974-75 school year and Four Hundred Fifty Dollars (\$450.00) for the 1975-76 school year.

1. Reimbursement for tuition fees incurred for credit activity shall be made on or before October 1 for tuition fees incurred during the preceding September through June and on or before April 1 for tuition fees incurred during the preceding July through September. Reimbursement shall be applied toward the maximum reimbursement allowed for the fiscal year in which incurred; provided that

A. The course or equivalent was recommended by the Professional Development and Educational Improvement Committee, approved by the Board and satisfactorily completed by the teacher.

B. The teacher remains in the employ of the Board.

11. Reimbursement for tuition fees incurred for non-credit activity shall be made upon submission to and approval by the Board and upon compliance with the requirements set forth in paragraph 6 (f) of this agreement. Reimbursement for non-credit activity shall be applied toward the maximum reimbursement for the fiscal year in which the expense was incurred.

7. TEMPORARY ABSENCES AND LEAVES

(a) General Policy

Under no circumstances shall any teacher or nurse be absent from school without the knowledge of the Superintendent's office. Notification shall take place prior to the opening of the school day in accordance with procedures set forth in the Administrative Manual.

(b) Personal Illness

Absences for personal illness shall be allowed and shall include full pay for eleven (11) school days in each school year. Only ten (10) of these days shall be accumulated the first year of contract and eleven (11) accumulated the second year. If less than eleven (11) days of allowed sick leave is taken in any school year, the unused days may be accumulated

without limit except as noted first year, beginning from the date of current continuous employment by the Board, to be available in case of personal illness in subsequent school years. The term "current continuous employment" as used in this sub-paragraph shall include time on authorized leave provided there is a return to work immediately at the end of such leave. An employee who is ill or disabled for a greater number of days than the total number of sick leave days that he has accumulated shall be paid the difference between his salary and the salary paid his substitute. This additional sick leave with pay as hereinbefore defined, shall start the day following the last day of accumulated sick leave. This additional sick leave with pay shall not extend beyond June 30 of the school year in which the illness or injury occurred. The Board, at its discretion, may require medical certification as to the necessity for sick leave beyond that which has been accumulated by any employee.

(c) Illness in the Family

Where personal presence at home is advisable because of serious illness in the immediate family, each person shall be entitled to from one to five days leave. The first two (2) days at full pay and the three (3) remaining days at half ($\frac{1}{2}$) pay. The number of days and number of leaves in any school year shall be determined at the discretion of the Board. Leave granted under provisions of this sub-paragraph are in addition to any leave granted under sub-paragraph (b) of this section. Documentation shall be submitted upon request.

(d) Death in the Immediate Family

A maximum of four (4) days without loss of pay will be allowed for absence due to death in the immediate family. The four (4) days shall be reduced by any intervening non-school day(s): for example, if the first day is taken on a Friday,

only that day and the immediately following Monday shall be allowed with pay. Leave beyond the four day period may be allowed on one-half pay in the discretion of the Board. The immediate family is defined as spouse, children, brothers and sisters, and also parents and grandparents of employee or of the spouse. In the event of the death of employee's or spouse's uncle, aunt, or relative not in the immediate family, there shall be allowed a one day absence without loss of pay.

(e) Quarantine

Absences due to quarantine on account of a contagious disease, when such quarantine is not due to personal illness, shall be allowed with pay. A certificate from the health officer of the community or a school physician shall be filed with the Board Secretary for all absences due to quarantine under this section.

(f) Court Subpoena

Absence required by subpoena shall be allowed for one school day with pay. Additional days where required by subpoena and documented to the satisfaction of the Board may be allowed at one-half pay. If a teacher or nurse is a party to a suit, other than as a defendant in a litigation arising as a result of school duties, absences from school as a result thereof shall be granted in accordance with the section on Personal Leave.

(g) Personal Leave

A maximum of three (3) school days per year shall be allowed with pay for discharge of important personal matters; family, business, legal and religious responsibilities; and professional association responsibilities that cannot be handled outside of regular work hours, or for other personal emergencies. At least three (3) days' notice in writing shall be given to

the Superintendent, except for emergency matters. All personal leave shall be subject to the Superintendent's approval. One unused personal day may be accumulated and forwarded to the subsequent year so as to provide a total of not more than four (4) days personal leave in any year.

(h) Inclement Weather

When schools are open for pupils in inclement weather, teachers and nurses shall report for duty. If a teacher or nurse cannot reach his post because of inclement weather, a detailed explanation, in writing, must be submitted to the Board Secretary if any pay is sought for such absence. Payment for such absence shall be at the discretion of the Board.

(i) Any absence or time allowed under any provision of the paragraph entitled "Temporary Absences and Leaves" shall be non-cumulative except where otherwise expressly provided.

(j) Professional Visitation Days

Up to two (2) days leave will be permitted for the purpose of visiting other schools or attending meetings or conferences of an educational nature. This will be allowed with no loss of pay, providing a written request has been submitted and approved by the administration. It is the administrative prerogative to approve or deny such requests. A written report must be submitted by such teacher to the Superintendent subsequent to such visitation within ten (10) days.

8. EXTENDED LEAVES OF ABSENCE

(a) 1. Maternity Leave

A maternity leave up to a maximum of twenty-four (24) calendar months without pay may be granted to all tenure women teachers and nurses provided that such leave is requested in writing.

11. The Superintendent of Schools shall be noti-

fied as soon as it is known that such leave will be necessary but not more than thirty (30) days after confirmation of pregnancy.

iii. The Board shall not remove any teacher/nurse from her duties during pregnancy unless the teacher/nurse cannot produce a certificate from her physician that she is medically able to continue teaching.

iv. All benefits to which a teacher/nurse was entitled at the time of her leave of absence commenced, including unused accumulated sick leave, personal leave, and credits toward sabbatical eligibility, shall be restored to her upon her return, and she shall be assigned to the same position which she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

v. All extensions or renewals of leaves shall be applied for in writing and if granted, shall be granted in writing.

vi. A teacher with tenure, when granted leave, shall return to his or her duties as of a September 1st date, when feasible.

(b) Personal Health and Family Hardship

A leave up to a maximum of twelve (12) calendar months without pay may be granted to all teachers and nurses by the Board upon the recommendation of the Superintendent. An application for such leave for restoration of health or alleviation of personal or family hardship shall be made in writing to the Superintendent. Benefits to which a teacher was entitled at the time said leave commenced, including unused accumulated sick leave, personal leave, and credit toward sabbatical eligibility, shall be restored upon return, and the teacher may be assigned to the same position which the person held at the time said leave commenced, if available. (And if in the best interest of the Board to effect such placement).

(c) Sabbatical Leave

i. Requests for sabbatical leave shall be filed with the Superintendent in writing on forms furnished by him no later than November 1 of the year immediately preceding the school year for which the sabbatical leave is requested.

ii. Not more than two teachers of the staff will be granted a sabbatical leave in any one year.

iii. Sabbatical leave for study - All teachers holding appropriate certificates who have served satisfactorily for a period of at least seven (7) years in Little Ferry may be granted, at half-pay, a leave of absence for appropriate study for either one-half of a school year or for a full school year. The teacher granted such leave shall be required to contract with the Board to serve the Little Ferry system for two years after the expiration of such leave. If circumstances prevent fulfillment of two years, the person shall reimburse the district in direct proportion for the unfilled time unless such teacher is incapacitated, has been discharged, or has been released for good and sufficient reason by the Board from this obligation. The following activities shall be considered appropriate study:

A. Formal graduate study (verified). A minimum of fifteen (15) points of credits per semester in the individual's own field or work related to that field. The Superintendent shall exercise discretionary powers of approval.

B. Writing a doctoral thesis (verified).

C. Schedule of study and travel, planned in consultation with the Superintendent.

iv. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.

11. LONGEVITY PAY

In consideration of long term tenure, the Board of Education will grant the following:

(a) An additional three (3%) per cent of the base pay (last step on prevailing guide) for teacher and nurse personnel after twenty (20) years of service in the Little Ferry School District.

(b) An additional four (4%) per cent of the base pay (last step on prevailing guide) for teacher personnel after twenty-five (25) years of service in the Little Ferry School District.

(c) An additional five (5%) per cent of the base pay (last step on prevailing guide) for teacher personnel after thirty (30) years of service in the Little Ferry School District.

12. DEDUCTION FROM SALARY

Salary Deductions

(a) The Board agrees to deduct from the salaries of its teachers and nurses dues for the Little Ferry Education Association, the Bergen County Education Association, the New Jersey Education Association, or the National Education Association or any one or any combination of such associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in the manner set forth in Chapter 233, Public Laws of 1969 (N.J.S.A. 52:14-15,9e).

(b) Summer Pay Plan

For each teacher that may individually elect to have ten (10%) per cent of his or her gross monthly salary deducted from his or her pay and distributed in equal payments during the twenty (20) semi-monthly pay periods. Request for same must be made to the Secretary of the Board prior to the beginning of the school year i.e. (September).

SCHEDULE "B"

LITTLE FERRY TEACHER AND NURSE SALARY GUIDE - 1975-1976

<u>Step</u>	<u>B. A.</u>	<u>B.A.+15</u>	<u>M. A.</u>	<u>M. A.+15</u>	<u>M. A. +30</u>
0	\$ 9,800.	\$10,350.	\$10,900.	\$11,340.	\$11,770.
1	10,350.	10,950.	11,540.	12,000.	12,460.
2	10,900.	11,550.	12,180.	12,660.	13,150.
3	11,450.	12,150.	12,820.	13,320.	13,840.
4	12,000.	12,750.	13,460.	13,980.	14,530.
5	12,550.	13,350.	14,100.	14,640.	15,220.
6	13,100.	13,950.	14,740.	15,300.	15,910.
7	13,650.	14,550.	15,380.	15,960.	16,600.
8	14,200.	15,150.	16,020.	16,620.	17,290.
9	14,750.	15,750.	16,660.	17,280.	17,980.
10	15,300.	16,350.	17,300.	17,940.	18,670.
11	15,850.	16,950.	17,940.	18,600.	19,360.
12	16,400.	17,510.	18,620.	19,310.	20,000

Longevity Pay

20 years - 3%

25 years - 4%

30 years - 5%

LIBRARY
Institute of Management and
Labor Relations

RUTGERS UNIVERSITY

SCHEDULE "B"

ATTLE FERRY TEACHER AND NURSE SALARY GUIDE - 1975-1976

<u>Step</u>	<u>B. A.</u>	<u>B.A.+15</u>	<u>M. A.</u>	<u>M. A.+15</u>	<u>M. A. +30</u>
0	\$ 9,800.	\$10,350.	\$10,900.	\$11,340.	\$11,770.
1	10,350.	10,950.	11,540.	12,000.	12,460.
2	10,900.	11,550.	12,180.	12,660.	13,150.
3	11,450.	12,150.	12,820.	13,320.	13,840.
4	12,000.	12,750.	13,460.	13,980.	14,530.
5	12,550.	13,350.	14,100.	14,640.	15,220.
6	13,100.	13,950. 3/4	14,740.	15,300.	15,910.
7	13,650.	14,550.	15,380.	15,960.	16,600.
8	14,200.	15,150.	16,020.	16,620.	17,290.
9	14,750.	15,750.	16,660.	17,280.	17,980.
10	15,300.	16,350.	17,300.	17,940.	18,670.
11	15,850.	16,950.	17,940.	18,600.	19,360.
12	16,400.	17,510.	18,620.	19,310.	20,000

Longevity Pay

20 years - 3%
 25 years - 4%
 30 years - 5%